# NOTICE

# TO BUYER AND SELLER READ THIS NOTICE BEFORE SIGNING THE CONTRACT

| KE  | AD THIS NOTICE                        | E BEFORE SIGNING TI                                    | IE CONTRACT   |
|---|---------------------------------------|--|---|
| The Law requires real esta requires us to tell you that you sale.  1) As a real estate broker, I re   |                                       | you sign. The  | nformation before you sign this contract.  purpose is to help you in this purchase of   |
| The title company does not  | represent either the                  | he seller nor the buyer.  seller or the buyer.         | the buyer, not the seller;  |
| in legal matters now or at the closin   | g. Neither I nor the                  | title company will represe                             | er. Neither I nor anyone from the title com<br>of hire a lawyer, no one will represent you<br>not you in those matters.   |
| <ol> <li>The contract is the most Signing the contract is a big state its terms.</li> </ol>           | t important part c<br>ep. A lawyer wo | of the transaction. It de-<br>uld review the contract, | termines your rights, risks, and obligations,<br>help you to understand it, and to negoti-  |
| ther can the real estate broker nor th  | e title insurance con                 | npany change the contract.                             | cels it within the following three business ontract unless the other party agrees. Nei-   |
| 5) Another important service lawyer will review them and be   | of a lawyer is                        | to order a survey, titl                                | le report, or other important reports. The rise about the ownership and condition of a lawyer will also prepare the documents   |
| of the property, or other matters<br>pany knows about the problems,<br>point of view, or know what to | that may affect<br>they should tell   | the value of the proper<br>you. But they may not       | vise a buyer about what to do if problems bout the seller's title, the size and shape ty. If either the broker or the title comrecognize the problem, see it from your company have an interest in seeing that ommissions. So, their interests may differ |
| 7) Whether you retain a lawy you have the information needed to n                                     | er is up to you. I                    | t is your decision. The I                              | purpose of this notice is to make sure that   |
| SELLER  | 6/7//                                 | D. E.  | 0/26/2016 0.15/64   |
| Trustee of Bankruptcy Court   | DANE                                  | BUYER<br>Christopher Weir                              | DATE  |
| SHILER  | DATE                                  | BUYER  | DATE  |
| SELLER  | DAIL                                  | BUYER  |   |
|   |                                       |  | DATE  |

Prepared by, Thomas Weir

SELLER

Listing Broker Ralf Rizziello

Name of Real Estate Licensee

DATE

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Realty Mark Critisk 1843 (runburs Rd Princeton Let XJ 08/80)

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BUYER

Thomas Weir Selling Broker

Thomas Weir

DATE

01/25/2018/0/28/64

# NOTICE TO BUYER AND SELLER READ THIS NOTICE BEFORE SIGNING THE CONTRACT

It or

| The Law requires requires us to tell you the sale.                                    | eal estate brokers to give<br>nat you must read all of i                                   | you the following inform<br>t before you sign. The pur                                     | nation before you sign this contract. In<br>rpose is to help you in this purchase or  |
|---|--|--|---|
| both the seller a   | ker. I represent: the selle<br>and the buyer; neither the<br>does not represent either the | seller nor the buyer   | buyer, not the seller;  |
|   |  | u have your own lawyer. I<br>the seller. If you do not h<br>itle company will represent yo | Neither I nor anyone from the title com-<br>tire a lawyer, no one will represent you<br>ou in those matters.  |
| 3) The contract is the  | ne most important part of  | the transportion to do   | ines your rights, risks, and obligations.<br>Ip you to understand it, and to negoti-  |
|   | omes final and binding ur<br>e a lawyer, you cannot c<br>er nor the title insurance com    |  | it within the following three business act unless the other party agrees. Nei-  |
|   | ts and survey can cost v   |  | report, or other important reports. The about the ownership and condition of awyer will also prepare the documents  |
| pany knows about the proposition of view, or know the sale is completed before yours. | oblems, they should tell y what to do. Ordinarily, the cause only then do they             | rou. But they may not rece broker and the title cornusually receive their comm             | a buyer about what to do if problems is the seller's title, the size and shape. If either the broker or the title compognize the problem, see it from your impany have an interest in seeing that missions. So, their interests may differ mose of this notice is to make sure that |
| SEILAR  | 1/1/ d   | Con .  | 01/25/2018 0 15:54  |
| Trustee of Bankruptcy Cou   | ri PATE  | BUYER<br>Christopher Weir  | DATE  |
| SELLER  | DATE   | BUYER  | DATE  |
| SELLER  | DATE   | BUYER  | DATE  |
| SELLER  | DATE   | BUYER  | DATE  |
|   |  | Thomas Weir  | 01/25/2018 0 28:54  |
| Listing Broker  |  | Selling Broker   |   |
| Ralf Rizziello  |  | Thomas Weir  |   |
| Prepared by: Thomas   |  |  |   |
| New Jersey Realtors & Form 118-Stat   | ame of Real Estate Licensee  | TA THE TAXABLE PARTY   |   |
| Realty Mark Cental, 163 Cranbury Rd Princeton Je                                      | NJ 08550   | Phone (732)NN7-9294  | En (M99/7te 9/4)  |



### STATEWIDE NEW JERSEY REALTORS® STANDARD FORM OF REAL ESTATE SALES CONTRACT

C2016 New Jersey REAL TORS & In

THIS FORM MAY BE USED ONLY IN THE SALE OF A ONE TO FOUR-FAMILY RESIDENTIAL PROPERTY OR VACANT ONE-FAMILY LOTS. THIS FORM IS SUITABLE FOR USE ONLY WHERE THE SELLER HAS PREVIOUSLY EXECUTED A WRITTEN LISTING AGREEMENT.

THIS IS A LEGALLY BINDING CONTRACT THAT WILL BECOME FINAL WITHIN THREE BUSINESS DAYS. DURING THIS PERIOD YOU MAY CHOOSE TO CONSULT AN ATTORNEY WHO CAN REVIEW AND CANCEL THE CONTRACT. SEE SECTION ON ATTORNEY REVIEW FOR DETAILS.

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|  | DESCRIPTION   | 16.                         | INSPECTION CONTINGENCY CLAUSE  |                            | BUSINESS RELATIONSHIP(S)   |
|  | PURCHASE PRICE  |                             | MEGAN'S LAW STATEMENT  | 30.                        | BROKERS' INFORMATION AND   |
|  | MANNER OF PAYMENT   |                             | MEGAN'S LAW REGISTRY   |                            | COMMISSION   |
|  | SUFFICIENT ASSETS   | 19.                         | NOTIFICATION REGARDING OFF-  | 31                         | EQUITABLE LIEN   |
| 2.   | ACCURATE DISCLOSURE OF SELLING  |                             | SITE CONDITIONS  |                            | DISCLOSURE THAT BUYER OR   |
|  | PRICE   | 20.                         | AIR SAFETY AND ZONING  |                            | SELLER IS A REAL ESTATE LICENSEE   |
| b.   | ITEMS INCLUDED IN SALE  |                             | NOTICE   | 41                         | BROKERS TO RECEIVE CLOSING   |
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|  |   |                             | (hP  |                            |  |
| Cilita   | KOPIKI WEI  |                             | ("Buyer"),   |                            | , ("Buyer  |
|  |   |                             | ("Buyer").   |                            | , ("Buyer  |
| whose  | EEC TO BEDCHASE FROM  |                             |  |                            |  |
| AGRI   | EES TO PURCHASE FROM  |                             |  |                            |  |
| AGRI   |   |                             |  |                            | , ("Seller"  |
| AGRI   | ee of Bankruptcy Court  |                             | ("Seller"),  |                            | , ("Seller"  |
| AGRI   | ee of Bankruptcy Court  |                             | ("Seller"),  |                            | , ("Seller"  |
| AGRI   | ee of Bankruptcy Court  |                             | ("Seller"),  |                            | , ("Seller"  |
| AGRI   | e address is/are 144 Lowell Ave. Hami   | ilton, NJ                   | ("Seller"),<br>("Seller"),<br>   |                            | , ("Seller"<br>_, ("Seller"  |
| Trust-whose  | e address is/are 144 Lowell Ave. Hami   | ilton, NJ                   | ("Seller"),<br>("Seller"),<br>08619  |                            | , ("Seller"<br>_, ("Seller"  |
| Trust<br>whose<br>THRC<br>FOLL<br>Proper   | e address :s/are 144 Lowell Ave. Hami<br>OUGH THE BROKER(S) NAMED<br>OWING PROPERTY:<br>rty Address: 144 Lowell Ave. Hamilton   | IN TH                       | ("Seller"),<br>("Seller"),<br>08619<br>IIS CONTRACT AT THE PRIC  | E AND T                    | . ("Seller" ("Seller" The stated below, the stated below b |
| Trust<br>whose<br>THRC<br>FOLL<br>Proper   | e address is/are 144 Lowell Ave. Hami   | IN TH                       | ("Seller"),<br>("Seller"),<br>08619<br>IIS CONTRACT AT THE PRIC  | E AND T                    | . ("Seller" ("Seller" ERMS STATED BELOW, TI  |
| THRC FOLL Proper shown as Bloom  | e address is/are 144 Lowell Ave, Hamilton and the municipal tax map of ck 01791 Lot 000   | IN TH                       | ("Seller"),  ("Seller"),  08619  IIS CONTRACT AT THE PRICE  Hamilton Twp  (the "Property").                              | E AND T                    | . ("Seller" ("Seller" ERMS STATED BELOW, TI  |
| THRC FOLL Proper shown as Bloom  | e address is/are 144 Lowell Ave. Hamilton<br>DUGH THE BROKER(S) NAMED<br>LOWING PROPERTY:<br>rty Address: 144 Lowell Ave. Hamilton<br>i on the municipal tax map of   | IN TH                       | ("Seller"),  ("Seller"),  08619  IIS CONTRACT AT THE PRICE  Hamilton Twp  (the "Property").                              | E AND T                    | . ("Seller" ("Seller" ERMS STATED BELOW, TI  |
| AGRITURE THROUGH THE AGRICULTURE AGRICULTU | e address is/are 144 Lowell Ave, Hamilton DUGH THE BROKER(S) NAMED LOWING PROPERTY: rty Address: 144 Lowell Ave, Hamilton on the municipal tax map of ck 01791 Lot 000, WORDS "BUYER" AND "SELLER" IN TURCHASE PRICE:   | IN TH IN TH IN, NJ 086      | ("Seller"),  ("Seller"),  08619  ILS CONTRACT AT THE PRICE  Hamilton Twp  (the "Property").  ALL BUYERS AND SELLERS LIST | E AND T                    | . ("Seller" ("Seller" ERMS STATED BELOW, TI  |
| AGRITURE THROUGH THE AGRICULTURE AGRICULTU | e address is/are 144 Lowell Ave, Hamilton DUGH THE BROKER(S) NAMED LOWING PROPERTY: rty Address: 144 Lowell Ave, Hamilton on the municipal tax map of ck 01791 Lot 000, WORDS "BUYER" AND "SELLER" IN TURCHASE PRICE:   | IN TH IN TH IN, NJ 086      | ("Seller"),  ("Seller"),  08619  ILS CONTRACT AT THE PRICE  Hamilton Twp  (the "Property").  ALL BUYERS AND SELLERS LIST | E AND T                    | . ("Seller" ("Seller" ERMS STATED BELOW, TI  |
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Initials:

Initials

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| 3. MANNER OF PAYMENT: (2 (A) INITIAL DEPOSIT to be paid by Buyer to Listing Broker Participating Broker Buyer's Attorney Title Company   |
|--|
| Other on or before February 5, 2018 (date) (if left blank, then within five (5) business days after the fully signed Contract has been delivered to both Buyer and the Seller).  |
| 5  |
| (date) (if left blank, then within ten (10) when he does not be for holding the escrow who is identified below   |
| on or before February 16, 2018 (date) (if left blank, then within ten (10) calendar days after the fully signed Contract has been delivered to both the Buyer and the Seller).   |
| 9  |
| (C) ESCROW: All initial and additional deposit monies paid by Buyer shall be held in escrow in the NON-INTEREST  |
| Kichard Lubo ("Feorgues") until the Claim  |
| monies shall be paid over to Seller. The deposit monies shall not be paid over to Seller prior to the Closing, unless otherwise agreed in writing by both Buyer and Seller. If Buyer and Seller cannot agree on the disbursement of these escrow monies, the Escrowee may  |
| place the deposit monies in Court requesting the Court to resolve the dispute.   |
|  |
| (D) IF PERFORMANCE BY BUYER IS CONTINGENT UPON OBTAINING A MORTGAGE:  If payment of the purchase price requires a mortgage loop other than the Salley of the purchase price requires a mortgage loop other than the Salley of the  |
|  |
| calendar days after the attorney-review period is completed or if this Contract is timely disconnected from within ten (10)  |
| the character character character than Contract, then within ten (10) galandar days after the posting  |
| and the best criteris to bushin it, buyer shall supply all necessary information and feet required by the angest of the  |
| the lender to communicate with the real estate brokers(s) and involved attorney(s). Buyer shall obtain a written commitment from the lending institution to make a loan on the property under the following terms:   |
|  |
| Principal Amount \$ 161,500.00 Type of Mortgage: VA FHA X Conventional Other   |
| Term of Mortgage: 30 years, with monthly payments based on a 30 year payment schedule.   |
| The written mortgage commitment must be delivered to Seller's agent who is the Listing Broker identified in Section 20   |
| March 16, 2018 (data) if laft island, there within the same than the sam |
| and attorney-review period is completed, of it this contract is timely disapproved by an attorney as provided in the second seco |
| Character Section of this Contract, then within thirty (30) calendar days after the parties agree to the terms of this Contract. Thereafter  |
| bloker(s) within (ci) (10) calendar days of the commitment date or any extension of the commitment date which within the commitment date.  |
| contract is voided, the deposit monies paid by Buyer shall be returned to Buyer notwithstanding any other necessition  |
| provided, nowever, it belief alleges in writing to Escrowee within said ten (10) calendar days of the comprehense data as  |
| the commitment date, whichever is later, that the failure to obtain the mortgage commitment is the result of Buyer's bad faith, negligence, intentional conduct or failure to diligently pursue the mortgage application, then Escrowee shall not return the deposit monies to Buyer without the parties of Sollar.  |
| without the written authorization of Seller.   |
| (E) BALANCE OF BUDGHASE POLCE TO   |
| (E) BALANCE OF PURCHASE PRICE: The balance of the purchase price shall be paid by Buyer in cash, or by certified, cashier's check or trust account check.  |
|  |
| Payment of the balance of the purchase price by Buyer shall be made at the closing, which will take place on March 30, 2018  |
| (date) at the office of Buver's closing agent or such other place as Saltan  |
| and Buyer may agree ("the Closing").   |
| 4. SUFFICIENT ASSETS:  |
| Buyer represents that Buyer has or will have as of the Closing, all necessary cash assets, together with the mortgage loan proceeds, to  |
| complete the Closing. Should Buyer not have sufficient cash assets at the Closing. Buyer will be in breach of this Contract and Seller shall be entitled to any remedies as provided by law.   |
| to any remedies as provided by taw.  |
| 5. ACCURATE DISCLOSURE OF SELLING PRICE:   |
| Buyer and Seller certify that this Contract accurately reflects the gross sale price as indicated in Section 2 of this Contract. Buyer and   |
| Seller understand and agree that this information shall be disclosed to the Internal Revenue Service and other governmental agencies as required by law.   |
|  |
| 6. ITEMS INCLUDED IN SALE:   |
| The Property includes all fixtures permanently attached to the building(s), and all shrubbery, plantings and fencing, gas and electric   |
| fixtures, cooking ranges and ovens, hot water heaters, flooring, screens, storm sashes, shades, blinds, awnings, radiator covers, heating apparatus and sump pumps, if any, except where owned by tenants, are included in this sale. All of the appliances shall be in working  |
|  |
| New Jersey Realtors & Form 118-Statewide 4/17 Page 3 of 13  Buyer's Seller's Seller's  |
|  |

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order as of the Closing. Seller does not guarantee the condition of the appliances after the Deed and affidavit of title have been delivered to Buyer at the Closing. The following items are also specifically included (If reference is made to the MLS Sheet and/or any other document, then the document(s) referenced should be attached.): washer, dryer, refrigerator, stove 7. ITEMS EXCLUDED FROM SALE: (If reference is made to the MLS Sheet and/or any other document, then the document(s) referenced should be attached.): 8. DATES AND TIMES FOR PERFORMANCE: Seller and Buyer agree that all dates and times included in this Contract are of the essence. This means that Seller and Buyer must satisfy the terms of this Contract within the time limits that are set in this Contract or will be in default, except as otherwise provided in this Contract or required by applicable law, including but not limited to if the Closing has to be delayed either because a lender does not timely provide documents through no fault of Buyer or Seller or for three (3) business days because of the change of terms as required by the Consumer Financial Protection Bureau. (A) Additional documents from lenders or other property owners: If a lender or other property owner requires that any addendum or other document be signed for a property it owns in connection with this Contract, "final execution date," "acknowledgement date," or similar language that sets the time period for the completion of any conditions or contingencies, including but not limited to inspections and financing, shall mean that the time will begin to run after the attorney-review period is completed or, if this Contract is timely disapproved by an attorney as provided in the Attorney-Review Clause Section of this Contract, then from the date the parties agree to the terms of this Contract. 9. CERTIFICATE OF OCCUPANCY AND ZONING COMPLIANCE: Seller makes no representations concerning existing zoning ordinances, except that Seller's use of the Property is not presently in violation of any zoning ordinances. Some municipalities may require a Certificate of Occupancy or Housing Code Letter to be issued. If any is required for this Property, Seller shall obtain it at Seller's expense and provide to Buyer prior to Closing and shall be responsible to make and pay for any repairs required in order to obtain the Certificate or Letter. However, if this expense exceeds \$ 500.00 (if left blank, then 1.5% of the purchase price) to Seller, then Seller may terminate this Contract and refund to Buyer all deposit monies plus Buyer's reasonable expenses, if any, in connection with this transaction unless Buyer elects to make repairs in excess of said amount at Buyer's expense, in which event Seller shall not have the right to terminate this Contract. In addition, Seller shall comply with all New Jersey laws, and local ordinances, including but not limited to smoke detectors, carbon monoxide detectors, fire extinguishers and indoor sprinklers, the cost of which shall he paid by Seller and not be considered as a repair cost. 10. MUNICIPAL ASSESSMENTS: (Seller represents that Seller has X has not been notified of any such municipal assessments as explained in this Section.) Title shall be free and clear of all assessments for municipal improvements, including but not limited to municipal liens, as well as assessments and liabilities for future assessments for improvements constructed and completed. All confirmed assessments and all unconfirmed assessments that have been or may be imposed by the municipality for improvements that have been completed as of the Closing are to be paid in full by Seller or credited to Buyer at the Closing. A confirmed assessment is a lien against the Property. An unconfirmed assessment is a potential lien that, when approved by the appropriate governmental entity, will become a legal claim against the Property. 11. QUALITY AND INSURABILITY OF TITLE: At the Closing, Seller shall deliver a duly executed Bargain and Sale Deed with Covenant as to Grantor's Acts or other Deed satisfactory to Buyer. Title to the Property will be free from all claims or rights of others, except as described in this Section and Section 12, of this Contract. The Deed shall contain the full legal description of the Property. This sale will be subject to utility and other easements and restrictions of record, if any, and such state of facts as an accurate survey might disclose, provided such easement or restriction does not unreasonably limit the use of the Property. Generally, an easement is a right of a person other than the owner of property to use a portion of the property for a special purpose. A restriction is a recorded limitation on the manner in which a property owner may use the property. Buyer does not have to complete the purchase, however, if any easement, restriction or facts disclosed by an accurate survey would substantially interfere with the use of the Property for residential purposes. A violation of any restriction shall not be a reason for Buyer refusing to complete the Closing as long as the title company insures Buyer against loss at regular rates. The sale also will be made subject to applicable zoning ordinances, provided that the ordinances do not render title unmarketable.

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Seller's Initials

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| 175        | 5.1 Title to the Property shall be good marketable and immedia   |
|------------|--|
| 176        |  |
| 177        |  |
| 178        | The search and survey, it required by Billyer's lender bills commonly or the common to   |
| 179        | I will be taken to belief it belief tille confines and exceptions other than as not footh in this  |
| 180        |  |
| 181        | the will prohibit use and/or occupancy of the Propositions in any conveyance or plans of record that will prohibit use and/or occupancy of the Proposition   |
| 182        | diffilly residential dwelling Seller represents that all buildings and other impression at the   |
| 183        | minimum as boundary lines and that no improvements on adjoining properties extend across boundary lines of the Personal  |
| 184        |  |
| 185        |  |
| 186        |  |
| 187        | actual costs of the title search and the mortgage application took in proposition for  |
| 188        | any reduction of the purchase price.   |
| 189        |  |
| 190        | (A) Possession and Occupancy.  |
| 191        |  |
| 192        |  |
| 193        | and the delivery of the Deed and the Closing Seller shall pay off any person note a delivery of the  |
| 194        | and reportly fish the proceeds of this safe at or before the Closing.  |
| 195        |  |
| 196        | Occupancy will be subject to the tenancies listed below as of Closing. Seller represents that the tenancies are not in violation of any  |
| 197        | existing Municipal, County, State or Federal rules, regulations or laws. Seller agrees to transfer all security deposits to Buyer at the Closing and to provide to Brokers and Buyer at the Closing  |
| 198        | and to provide to Brokers and Buyer a copy of all leases concerning the tenancies, if any, along with this Contract when it is signed by   |
| 199        | Seller. Seller represents that such leases can be assigned and that Seller will assign said leases, and Buyer agrees to accept title subject to  |
| 200        | these leases.  |
| 201        |  |
| 202        | TENANT'S NAME LOCATION RENT SECURITY DEPOSIT TERM  |
| 203        | ELECTION TERM  |
| 204        |  |
| 205        |  |
| 206        |  |
| 207        | 12 LEAD RICED BADE AND   |
| 208        | 13. LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARD: (This section is applicable only to all dwellings   |
| 209        | outh prior to 1976.) A Applicable Not Applicable   |
| 210        | (A) Document Acknowledgement.  |
| 212        | Buyer acknowledges receipt of the EPA pamphlet entitled "Protect Your Family From Lead In Your Home." Moreover, a copy of a  |
| 213        | document entitled "Disclosure of Information and Acknowledgement Lead-Based Paint and Lead-Based Paint Hazards" has been fully   |
| 214        | completed and signed by Buyer. Seller and Broker(s) and is appended to" and made a part of this Contract.  |
| 215        | (B) Lead Warning Statement.  |
| 216        | Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such   |
| 217        | properly may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead   |
| 218        | poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient,   |
| 219        | behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest  |
| 220        | in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or  |
| 221        | inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for   |
| 222        | possible lead-based paint hazards is recommended prior to purchase.  |
| 223        |  |
| 224        | (C) Inspection.  |
| 225        | The law requires that, unless Buyer and Seller agree to a longer or shorter period. Seller must allow Buyer a ten (10) day period  |
| 226        | within which to complete an inspection and/or risk assessment of the Property as set forth in the next paragraph. Buyer, however, has the  |
| 227        | right to waive this requirement in its entirety.   |
| 228        |  |
| 229        | This Contract is contingent upon an inspection and/or risk assessment (the "Inspection") of the Property by a certified inspector/risk   |
| 230        | assessor for the presence of lead-based paint and/or lead-based paint hazards. The Inspection shall be ordered and obtained by Division of   |
| 231        | Buyer's expense within ten (10) calendar days after the attorney-review period is completed or if this Contract is timely discongregated by  |
| 232        | attorney as provided in the Attorney-Review Clause Section of this Contract, then within ten (10) days after the parties again to  |
| 233        | the terms in this Contract ("Completion Date"). If the Inspection indicates that no lead-based paint or lead-based paint becard is present   |
| 234        | at the Property, this contingency clause shall be deemed null and void. If the Inspection indicates that lead-based paint or level based paint   |
| 235        | hazard is present at the Property, this contingency clause will terminate at the time set forth above unless within five (5) business does from  |
| 236<br>237 | the Completion Date, Buyer delivers a copy of the inspection and/or risk assessment report to Seller and Brokers and (1) advises Seller and Brokers, in writing that Buyer is voiding this Contract, or (2) delivers to Seller and Brokers a written amendment (the "Amendment") |
|            | New Jersey Realtors & Form 118-Statewide 4/17 Page 5 of 13  Buyer's Seller's   |
|            |  |
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| 238<br>239<br>240<br>241<br>242<br>243<br>244<br>245   | to this Contract listing the specific existing deficiencies and corrections required by Buyer. The Amendment shall provide that Seller agrees to (a) correct the deficiencies; and (b) furnish Buyer with a certification from a certified inspector/risk assessor that the deficiencies have been corrected, before the Closing. Seller shall have3  |
|--|---|
| 246<br>247<br>248<br>249<br>250<br>251<br>252<br>253   | 14. POINT-OF-ENTRY TREATMENT ("POET") SYSTEMS: Applicable A point-of-entry treatment ("POET") system is a type of water treatment system used to remove contaminants from the water entering a structure from a potable well, usually through a filtration process. Seller represents that a POET system has been installed to an existing well on the Property and the POET system was installed and/or maintained using funds received from the New Jersey Spill Compensation Fund Claims Program, N.J.S.A. 58:10-23.11, et seq. The Buyer understands that Buyer will not be eligible to receive any such funds for the continued maintenance of the POET system. Pursuant to N.J.A.C. 7:1J-2.5(c), Seller agrees to notify the Department of Environmental Protection within thirty (30) calendar days of executing this Contract that the Property is to be sold.  |
| 254<br>255<br>256<br>257<br>258<br>259<br>260  | 15. CESSPOOL REQUIREMENTS: Applicable X Not Applicable  (This section is applicable if the Property has a cesspool, except in certain limited circumstances set forth in N.J.A.C. 7:9A-3.16.) Pursuant to New Jersey's Standards for Individual Subsurface Sewage Disposal Systems, N.J.A.C. 7:9A (the "Standards"), if this Contract is for the sale of real property at which any cesspool, privy, outhouse, latrine or pit toilet (collectively "Cesspool") is located, the Cesspool must be abandoned and replaced with an individual subsurface sewage disposal system at or before the time of the real property transfer, except in limited circumstances.   |
| 261<br>262   | (A) Seller represents to Buyer that no Cesspool is located at or on the Property, or one or more Cesspools are located at or on the Property. [If there are one or more Cesspools, then also check EITHER Box 1 or 2 below.]  |
| 263<br>264<br>265<br>266<br>267<br>268<br>269<br>270<br>271<br>272<br>273<br>274<br>275<br>276<br>277<br>278<br>279<br>280<br>281<br>282 | Seller agrees that, prior to the Closing and at its sole cost and expense, Seller shall abandon and replace any and all Cesspools located at or on the Property and replace such Cesspools with an individual subsurface sewage disposal system ("System") meeting all the requirements of the Standards. At or prior to the Closing, Seller shall deliver to Buyer a certificate of compliance ("Certificate of Compliance") issued by the administrative authority ("Administrative Authority") (as those terms are defined in N.J.A.C. 7:9A-2.1) with respect to the System. Notwithstanding the foregoing, if the Administrative Authority determines that a fully compliant system cannot be installed at the Property, then Seller shall notify Buyer in writing within three (3) business days of its receipt of the Administrative Authority's determination of its intent to install either a nonconforming System or a permanent holding tank, as determined by the Administrative Authority ("Alternate System"), and Buyer shall then have the right to void this Contract by notifying Seller in writing within seven (7) business days of receipt of the notice from Seller. If Buyer fails to timely void this Contract, Buyer shall have waived its right to cancel this Contract under this paragraph, and Seller shall install the Alternate System and, at or prior to the Closing, deliver to Buyer such Certificate of Compliance or other evidence of approval of the Alternate System as may be issued by the Administrative Authority. The delivery of said Certificate of Compliance or other evidence of approval shall be a condition precedent to the Closing, or 2. Buyer agrees that, at its sole cost and expense, Buyer shall take all actions necessary to abandon and replace any and all Cesspools located at or on the Property and replace such Cesspools with a System meeting all the requirements of the Standards or an Alternate System. Buyer shall indemnify and hold Seller harmless for any and all costs, damages, claims, fines, penalties and assessments (including but not |
| 283<br>284<br>285<br>286<br>287<br>288<br>289  | (B) If prior to the Closing, either Buyer or Seller becomes aware of any Cesspool at or on the Property that was not disclosed by Seller at or prior to execution of this Contract, the party with knowledge of the newly identified Cesspool shall promptly, but in no event later than three (3) business days after receipt of such knowledge, advise the other party of the newly identified Cesspool in writing. In such event, the parties in good faith shall agree, no later than seven (7) business days after sending or receiving the written notice of the newly identified Cesspool, or the day preceding the scheduled Closing, whichever is sooner, to proceed pursuant to subsection (A) 1 or 2 above or such other agreement as satisfies the Standards, or either party may terminate this Contract.  |
| 290<br>291<br>292<br>293<br>294<br>295<br>296<br>297   | 16. INSPECTION CONTINGENCY CLAUSE:  (A) Responsibilities of Home Ownership.  Buyer and Seller acknowledge and agree that, because the purchase of a home is one of the most significant investments a person can make in a lifetime, all aspects of this transaction require considerable analysis and investigation by Buyer before closing title to the Property. While Brokers and salespersons who are involved in this transaction are trained as licensees under the New Jersey Licensing Act they readily acknowledge that they have had no special training or experience with respect to the complexities pertaining to the multitude of structural, topographical and environmental components of this Property. For example, and not by way of limitation, Brokers and salespersons have no special training, knowledge or experience with regard to discovering and/or evaluating physical defects, including   |
|  | New Jersey Realtors® Form 118-Statewide 4/17 Page 6 of 13  Buyer's  Initials:  Initials:  |
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structural defects, roof, basement, mechanical equipment, such as heating, air conditioning, and electrical systems, sewage, plumbing, exterior drainage, termite, and other types of insect infestation or damage caused by such infestation. Moreover, Brokers and salespersons similarly have no special training, knowledge or experience with regard to evaluation of possible environmental conditions which might affect the Property pertaining to the dwelling, such as the existence of radon gas, formaldehyde gas, airborne asbestos fibers, toxic chemicals, underground storage tanks, lead, mold or other pollutants in the soil, air or water.

#### (B) Radon Testing, Reports and Mitigation.

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356 357 (Radon is a radioactive gas which results from the natural breakdown of uranium in soil, rock and water. It has been found in homes all over the United States and is a carcinogen. For more information on radon, go to www.epa.gov/ radon/pubs/citguide.html and www.nj.gov/dep/rpp/radon or call the NJ Radon Hot Line at 800-648-0394 or 609-984- 5425.)

If the Property has been tested for radon prior to the date of this Contract, Seller agrees to provide to Buyer, at the time of the execution of this Contract, a copy of the result of the radon test(s) and evidence of any subsequent radon mitigation or treatment of the Property. In any event, Buyer shall have the right to conduct a radon inspection/test as provided and subject to the conditions set forth in paragraph (D) below. If any test results furnished or obtained by Buyer indicate a concentration level of 4 picocuries per liter (4.0 pCi/L) or more in the subject dwelling. Buyer shall then have the right to void this Contract by notifying Seller in writing within seven (7) business days of the receipt of any such report. For the purposes of this Section 16, Seller and Buyer agree that, in the event a radon gas concentration level in the subject dwelling is determined to be less than 4 picocuries per liter (4.0 pCi/L) without any remediation, such level of radon gas concentration shall be deemed to be an acceptable level ("Acceptable Level") for the purposes of this Contract. Under those circumstances, Seller shall be under no obligation to remediate, and this contingency clause as it relates to radon shall be deemed fully satisfied.

If Buyer's qualified inspector reports that the radon gas concentration level in the subject dwelling is four picocuries per liter (4.0 pCi/L) or more. Seller shall have a seven (7) business day period after receipt of such report to notify Buyer in writing that Seller agrees to remediate the gas concentration to an Acceptable Level (unless Buyer has voided this Contract as provided in the preceding paragraph). Upon such remediation, the contingency in this Contract which relates to radon shall be deemed fully satisfied. If Seller fails to notify Buyer of Seller's agreement to so remediate, such failure to so notify shall be deemed to be a refusal by Seller to remediate the radon level to an Acceptable Level, and Buyer shall then have the right to void this Contract by notifying Seller in writing within seven (7) calendar days thereafter. If Buyer fails to void this Contract within the seven (7) day period, Buyer shall have waived Buyer's right to cancel this Contract and this Contract shall remain in full force and effect, and Seller shall be under no obligation to remediate the radon gas concentration. If Seller agrees to remediate the radon to an Acceptable Level, such remediation and associated testing shall be completed by Seller prior to the Closing.

### (C) Infestation and/or Damage By Wood Boring Insects.

Buyer, shall have the right to have the Property inspected by a licensed exterminating company of Buyer's choice, for the purpose of determining if the Property is free from infestation and damage from termites or other wood destroying insects. If Buyer chooses to make this inspection. Buyer shall pay for the inspection unless Buyer's lender prohibits Buyer from paying, in which case Seller shall pay. The inspection must be completed and written reports must be furnished to Seller and Broker(s) within 14 (if left blank, then 14) calendar days after the attorney-review period is completed or, if this Contract is timely disapproved by an attorney as provided in the Attorney-Review Clause Section of this Contract, then within 14 (if left blank, then 14) calendar days after the parties agree to the terms of this Contract. This report shall state the nature and extent of any infestation and/or damage and the full cost of treatment for any infestation. Seller agrees to treat any infestation and cure any damage at Seller's expense prior to Closing, provided however, if the cost to cure exceeds 1% of the purchase price of the Property, then either party may void this Contract provided they do so within \_\_\_7 \_\_ (if left blank, then 7) business days after the report has been delivered to Seller and Brokers. If Buyer and Seller are unable to agree upon who will pay for the cost to cure and neither party timely voids this Contract, then Buyer will be deemed to have waived its right to terminate this Contract and will bear the cost to cure that is over 1% of the purchase price, with Seller bearing the cost that is under 1% of the purchase price.

#### (D) Buyer's Right to Inspections.

Buyer acknowledges that the Property is being sold in an "as is" condition and that this Contract is entered into based upon the knowledge of Buyer as to the value of the land and whatever buildings are upon the Property, and not on any representation made by Seller. Brokers or their agents as to character or quality of the Property. Therefore, Buyer, at Buyer's sole cost and expense, is granted the right to have the dwelling and all other aspects of the Property, inspected and evaluated by "qualified inspectors" (as the term is defined in subsection G below) for the purpose of determining the existence of any physical defects or environmental conditions such as outlined above. If Buyer chooses to make inspections referred to in this paragraph, such inspections must be completed, and written reports including a list of repairs Buyer is requesting must be furnished to Seller and Brokers within 14 (if left blank, then 14) calendar days after the attorneyreview period is completed or, if this Contract is timely disapproved by an attorney as provided in the Attorney-Review Clause Section of this Contract, then within 14 (if left blank, then 14) calendar days after the parties agree to the terms of this Contract. If Buyer fails to furnish such written reports to Seller and Brokers within the 14 (if left blank, then 14) calendar days specified in this paragraph, this contingency clause shall be deemed waived by Buyer, and the Property shall be deemed acceptable by Buyer. The time period for furnishing the inspection reports is referred to as the "Inspection Time Period." Seller shall have all utilities in service for inspections.

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#### (E) Responsibility to Cure.

If any physical defects or environmental conditions (other than radon or woodboring insects) are reported by the qualified inspectors to Seller within the Inspection Time Period, Seller shall then have seven (7) business days after the receipt of such reports to notify Buyer in writing that Seller shall correct or cure any of the defects set forth in such reports. If Seller fails to notify Buyer of Seller's agreement to so cure and correct, such failure to so notify shall be deemed to be a refusal by Seller to cure or correct such defects. If Seller fails to agree to cure or correct such defects within the seven (7) business day period, or if the environmental condition at the Property (other than radon) is incurable and is of such significance as to unreasonably endanger the health of Buyer, Buyer shall then have the right to void this Contract by notifying Seller in writing within seven (7) business days thereafter. If Buyer fails to void this Contract within the seven (7) business day period, Buyer shall have waived Buyer's right to cancel this Contract and this Contract shall remain in full force, and Seller shall be under no obligation to correct or cure any of the defects set forth in the inspections. If Seller agrees to correct or cure such defects, all such repair work shall be completed by Seller prior to the closing of title. Radon at the Property shall be governed by the provisions of Paragraph (B), above.

#### (F) Flood Hazard Area (if applicable).

The federal and state governments have designated certain areas as flood areas. If the Property is located in a flood area, the use of the Property may be limited. If Buyer's inquiry reveals that the Property is in a flood area, Buyer may cancel this Contract within ten (10) calendar days after the attorney-review period is completed or, if this Contract is timely disapproved by an attorney as provided in the Attorney-Review Clause Section of this Contract, then within ten (10) calendar days after the parties agree to the terms of this Contract. If the mortgage lender requires flood insurance, then Buyer shall be responsible for obtaining such insurance on the Property. For a flood policy to be in effect immediately, there must be a loan closing. There is a (30) calendar day wait for flood policies to be in effect for eash transactions. Therefore, cash buyers are advised to make application and make advance payment for a flood policy at least thirty (30) calendar days in advance of closing if they want coverage to be in effect upon transfer of title.

Buyer's mortgage lender may require Buyer to purchase flood insurance in connection with Buyer's purchase of this Property. The National Flood Insurance Program ("NFIP") provides for the availability of flood insurance but also establishes flood insurance policy premiums based on the risk of flooding in the area where properties are located. Due to amendments to federal law governing the NFIP, those premiums are increasing and, in some cases, will rise by a substantial amount over the premiums previously charged for flood insurance for the Property. As a result, Buyer should not rely on the premiums paid for flood insurance on this Property previously as an indication of the premiums that will apply after Buyer completes the purchase. In considering Buyer's purchase of this Property, the premiums that are likely to be required to purchase such insurance and any available information about how those premiums may increase in the future.

#### (G) Qualifications of Inspectors.

Where the term "qualified inspectors" is used in this Contract, it is intended to refer to persons or businesses that are licensed or certified by the State of New Jersey for such purpose.

#### 17. MEGAN'S LAW STATEMENT:

Under New Jersey law, the county prosecutor determines whether and how to provide notice of the presence of convicted sex offenders in an area. In their professional capacity, real estate licensees are not entitled to notification by the county prosecutor under Megan's Law and are unable to obtain such information for you. Upon closing, the county prosecutor may be contacted for such further information as may be disclosable to you.

#### 18. MEGAN'S LAW REGISTRY:

Buyer is notified that New Jersey law establishes an Internet Registry of Sex Offenders that may be accessed at www.njsp.org. Neither Seller or any real estate broker or salesperson make any representation as to the accuracy of the registry.

# 19. NOTIFICATION REGARDING OFF-SITE CONDITIONS: (Applicable to all resale transactions.)

Pursuant to the New Residential Construction Off-Site Conditions Disclosure Act, N.J.S.A. 46:3C-1, et. seq. the clerks of municipalities in New Jersey maintains lists of off-site conditions which may affect the value of residential properties in the vicinity of the off-site condition. Buyers may examine the lists and are encouraged to independently investigate the area surrounding this property in order to become familiar with any off-site conditions which may affect the value of the property. In cases where a property is located near the border of a municipality, buyers may wish to also examine the list maintained by the neighboring municipality.

#### 20 AIR SAFETY AND ZONING NOTICE:

Any person who sells or transfers a property that is in an airport safety zone as set forth in the New Jersey Air Safety and Zoning Act of 1983, N.J.S.A. 6:1-80, et seq., and appearing on a municipal map used for tax purposes as well as Seller's agent, shall provide notice to a prospective buyer that the property is located in an airport safety zone prior to the signing of the contract of sale. The Air Safety and Zoning Act also requires that each municipality in an airport safety zone enact an ordinance or ordinances incorporating the standards promulgated under the Act and providing for their enforcement within the delineated areas in the municipality. Buyer acknowledges

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receipt of the following list of airports and the municipalities that may be affected by them and that Buyer has the responsibility to contact the municipal clerk of any affected municipality concerning any ordinance that may affect the Property.

| 421<br>422 | Municipality<br>Alexandria To.           | Airport(s)<br>Alexandria & Sky Manor | Municipality                                  | Airport(s)                     |
|------------|--|--------------------------------------|---|--------------------------------|
| 423        | Andover Tp.                              | Aeroflex-Andover & Newton            | Manalapan Tp. (Monmouth Cty.)                 | Old Bridge                     |
| 424        | Bedminister Tp.                          | Somerset                             | Mansfield Tp.                                 | Hackettstown                   |
| 425        | Berkeley Tp.                             | Ocean County                         | Manville Bor.                                 | Central Jersey Regional        |
| 426        | Berlin Bor.                              | Camden County                        | Medford Tp.                                   | Flying W                       |
| 427        | Blairstown Tp.                           | Blairstown                           | Middle Tp.<br>Millville                       | Cape May County                |
| 428        | Branchburg Tp.                           | Somerset                             | 1,1,1,0,1,1,1,1,1                             | Millville Municipal            |
| 429        | Buena Bor. (Atlantic Cty.)               | Vineland-Downtown                    | Monroe Tp. (Gloucester Cty.)                  | Cross Keys & Southern Cross    |
| 430        | Dennis Tp.                               | Woodbine Municipal                   | Monroe Tp. (Middlesex Cty.)<br>Montgomery Tp. | Old Bridge                     |
| 431        | Engleswood Tp.                           | Eagles Nest                          | Ocean City                                    | Princeton                      |
| 432        | Ewing Tp.                                | Trenton-Mercer County                | Old Bridge Tp.                                | Ocean City                     |
| 433        | E. Hanover Tp.                           | Morristown Municipal                 | Oldsman Tp.                                   | Old Bridge                     |
| 434        | Florham Park Bor.                        | Morristown Municipal                 | Pemberion Tp.                                 | Oldmans                        |
| 435        | Franklin Tp. (Gloucester Cty.)           | Southern Cross & Vineland Downtown   | Pequannock Tp.                                | Pemberton                      |
| 436        | Franklin Tp. (Hunterdon Cty.)            | Sky Manor                            | Readington Tp.                                | Lincoln Park                   |
| 437        | Franklin Tp. (Somerset Cty.)             | Central Jersey Regional              | Rocky Hill Boro.                              | Solberg-Hunterdon              |
| 438        | Green Tp.                                | Trinea                               | Southampton Tp.                               | Princeton<br>Red Lion          |
| 439        | Hammonton Bor.                           | Hammonton Municipal                  | Springfield Tp.                               | Red Wing                       |
| 441        | Hanover Tp.                              | Morristown Municipal                 | Upper Deerfield Tp.                           | Bucks                          |
| 442        | Hillsborough Tp.                         | Central Jersey Regional              | Vineland City                                 | Kroelinger & Vineland Downtown |
| 443        | Hopewell Tp. (Mercer Cty.)<br>Howell Tp. | Trenton-Mercer County                | Wall Tp.                                      | Monmouth Executive             |
| 444        | Lacey Tp.                                | Monmouth Executive                   | Wantage Tp.                                   | Sussex                         |
| 445        | Lakewood Tp.                             | Ocean County                         | Robbinsville                                  | Trenton-Robbinsville           |
| 446        | Lincoln Park Bor.                        | Lakewood                             | West Milford Tp.                              | Greenwood Lake                 |
| 447        | Lower Tp.                                | Lincoln Park                         | Winslow Tp.                                   | Camden County                  |
| 448        | Lumberton Tp.                            | Cape May County                      | Woodbine Bor                                  | Woodbine Municipal             |
| 449        |  | Flying W & South Jersey Regional     |   |                                |

The following airports are not subject to the Airport Safety and Zoning Act because they are subject to federal regulation or within the jurisdiction of the Port of Authority of New York and New Jersey and therefore are not regulated by New Jersey: Essex County Airport, Linden Airport, Newark Liberty Airport, Teterboro Airport, Little Ferry Seaplane Base, Atlantic City International Airport, and Maguire Airforce Base and NAEC Lakehurst.

#### 21. BULK SALES:

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> The New Jersey Bulk Sales Law, N.J.S.A. 54:50-38, (the "Law") applies to the sale of certain residential property. Under the Law. Buyer may be liable for taxes owed by Seller if the Law applies and Buyer does not deliver to the Director of the New Jersey Division of Taxation (the "Division") a copy of this Contract and a notice on a form required by the Division (the "Tax Form") at least ten (10) business days prior to the Closing. If Buyer decides to deliver the Tax Form to the Division, Seller shall cooperate with Buyer by promptly providing Buyer with any information that Buyer needs to complete and deliver the Tax Form in a timely manner. Buyer promptly shall deliver to Seller a copy of any notice that Buyer receives from the Division in response to the Tax Form.

> The Law does not apply to the sale of a simple dwelling house, or the sale or lease of a seasonal rental property, if Seller is an individual, estate or trust. A simple dwelling house is a one or two family residential building, or a cooperative or condominium unit used as a residential dwelling, none of which has any commercial property. A seasonal rental property is a time share, or a dwelling unit that is rented for residential purposes for a term of not more than 125 consecutive days, by an owner that has a permanent residence

> If, prior to the Closing, the Division notifies Buyer to withhold an amount (the "Tax Amount") from the purchase price proceeds for possible unpaid tax liabilities of Seller, Buyer's anorney or Buyer's title insurance company (the "Escrow Agent") shall withhold the Tax Amount from the closing proceeds and place that amount in escrow (the "Tax Escrow"). If the Tax Amount exceeds the amount of available closing proceeds. Seller shall bring the deficiency to the Closing and the deficiency shall be added to the Tax Escrow. If the Division directs the Escrow Agent or Buyer to remit funds from the Tax Escrow to the Division or some other entity, the Escrow Agent or Buyer shall do so. The Escrow Agent or Buyer shall only release the Tax Escrow, or the remaining balance thereof, to Seller (or as otherwise directed by the Division) upon receipt of written notice from the Division that it can be released, and that no liability will be asserted under the Law against Buyer.

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#### 22. NOTICE TO BUYER CONCERNING INSURANCE:

Buyer should obtain appropriate casualty and liability insurance for the Property. Buyer's mortgage lender will require that such insurance be in place at Closing. Occasionally, there are issues and delays in obtaining insurance. Be advised that a "binder" is only a temporary commitment to provide insurance coverage and is not an insurance policy. Buyer is therefore urged to contact a licensed insurance agent or broker to assist Buyer in satisfying Buyer's insurance requirements.

#### 23. MAINTENANCE AND CONDITION OF PROPERTY:

Seller agrees to maintain the grounds, buildings and improvements, in good condition, subject to ordinary wear and tear. The premises shall be in "broom clean" condition and free of debris as of the Closing. Seller represents that all electrical, plumbing, heating and air conditioning systems (if applicable), together with all fixtures included within the terms of the Contract now work and shall be in proper working order at the Closing. Seller further states, that to the best of Seller's knowledge, there are currently no leaks or seepage in the roof, walls or basement. Seller does not guarantee the continuing condition of the premises as set forth in this Section after the Closing.

#### 24. RISK OF LOSS:

The risk of loss or damage to the Property by fire or otherwise, except ordinary wear and tear, is the responsibility of Seller until the Closing.

### 25. INITIAL AND FINAL WALK-THROUGHS:

In addition to the inspections set forth elsewhere in this Contract, Seller agrees to permit Buyer or Buyer's duly authorized representative to conduct an initial and a final walk-through inspection of the interior and exterior of the Property at any reasonable time before the Closing. Seller shall have all utilities in service for the inspections.

#### 26. ADJUSTMENTS AT CLOSING:

Seller shall pay for the preparation of the Deed, realty transfer fee, lien discharge fees, if any, and one-half of the title company charges for disbursements and attendance allowed by the Commissioner of Insurance; but all searches, title insurance premium and other conveyancing expenses are to be paid for by Buyer.

Seller and Buyer shall make prorated adjustments at Closing for items which have been paid by Seller or are due from Seller, such as real estate taxes, water and sewer charges that could be claims against the Property, rental and security deposits, association and condominium dues, and fuel in Seller's tank. Adjustments of fuel shall be based upon physical inventory and pricing by Seller's supplier. Such determination shall be conclusive.

If Buyer is assuming Seller's mortgage loan, Buyer shall credit Seller for all monies, such as real estate taxes and insurance premiums paid in advance or on deposit with Seller's mortgage lender. Buyer shall receive a credit for monies, which Seller owes to Seller's Mortgage lender, such as current interest or a deficit in the mortgage escrow account.

If the Property is used or enjoyed by not more than four families and the purchase price exceeds \$1,000,000, then pursuant to N.J.S.A. 46:15-7.2, Buyer will be solely responsible for payment of the fee due for the transfer of the Property, which is the so-called "Mansion "Tax, in the amount of one (1%) percent of the purchase price.

Unless an exemption applies, non-resident individuals, estates, or trusts that sell or transfer real property in New Jersey are required to make an estimated gross income tax payment to the State of New Jersey on the gain from a transfer/sale of real property (the so-called "Exit Tax,") as a condition of the recording of the deed.

If Seller is a foreign person (an individual, corporation or entity that is a non-US resident) under the Foreign Investment in Real Property Tax Act of 1980, as amended ("FIRPTA"), then with a few exceptions, a portion of the proceeds of sale may need to be withheld from Seller and paid to the Internal Revenue Service as an advance payment against Seller's tax liability.

Seller agrees that, if applicable, Seller will (a) be solely responsible for payment of any state or federal income tax withholding amount(s) required by law to be paid by Seller (which Buyer may deduct from the purchase price and pay at the Closing); and (b) execute and deliver to Buyer at the Closing any and all forms, affidavits or certifications required under state and federal law to be filed in connection with the amount(s) withheld.

There shall be no adjustment on any Homestead Rebate due or to become due.

#### 27. FAILURE OF BUYER OR SELLER TO CLOSE:

If Seller fails to close title to the Property in accordance with this Contract, Buyer then may commence any legal or equitable action to which Buyer may be entitled. If Buyer fails to close title in accordance with this Contract. Seller then may commence an action for damages it has suffered, and, in such case, the deposit monies paid on account of the purchase price shall be applied against such damages. If Buyer or Seller breach this Contract, the breaching party will nevertheless be liable to Brokers for the commissions in the

New Jersey Realtors® Form 118-Statewide 4/17 Page 10 of 13

Buyer's Initials: (L)

Seller's Initials:

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|   | d Buyer acknowledge they received   | the Consumer Information Statement on New Jersey Real  |
|---|---|--|
| remonstration from the brokers p  | rior to the first showing of the Property.  |  |
| 29. DECLARATION OF BRO  | OKER(S)'S BUSINESS RELATIONSHI<br>Realty Mark Central   |  |
| representative (s) Thomas W   | eir Realty Mark Central   | , (name of firm) and its author  |
|   |   |  |
|   | (name(s) of   |  |
| ARE OPERATING IN THIS T SELLER'S AGENT  | RANSACTION AS A (indicate one of the BUYER'S AGENT 1  | ne following) DISCLOSED DUAL AGENT TRANSACTION BRO   |
| (B) (If more than one firm is p   | articipating, provide the following.) INF   | ORMATION SUPPLIED BY Keller Williams Realty  |
|   |   | Impare of all of virial results  |
| OPERATING IN THIS TRANS   | SACTION AS A (indicate one of the following   | owing)   |
| X SELLER'S AGENT  | BUYER'S AGENT   | TRANSACTION BROKER.  |
| 30. BROKERS' INFORMATION  | ON AND COMMISSION:  |  |
| The commission, in accord with  | the previously executed listing person  | nent, shall be due and payable at the Closing and payment by I   |
|   |   |  |
|   |   |  |
|   |   |  |
| set forth in Section 2 and shall inc  | lude any amounts allocated to, among other  | er things, furniture and fixtures.   |
| Keller Williams Realty  |   |  |
| Listing Firm  |   | 55528  |
|   |   | REC License ID   |
| Ralf Rizziello  |   | 0075114  |
|   |   | 8035114  |
| Listing Agent   |   | REC License ID   |
|   |   |  |
| Listing Agent  123 Main St, Moorestown, NJ 0: Address   |   |  |
| 123 Main St, Moorestown, NJ 0<br>Address<br>(856)316-1100   |   | REC License ID   |
| 123 Main St, Moorestown, NJ 08<br>Address   | 8057<br>(856)316-1414<br>Fax  | (609)638-1410  |
| 123 Main St, Moorestown, NJ 0:<br>Address<br>(856)316-1100<br>Office Telephone  | 8057<br>(856)316-1414<br>Fax  | REC License ID (609)638-1410   |
| 123 Main St, Moorestown, NJ 0:<br>Address<br>(856)316-1100<br>Office Telephone<br>ralph@midjerseyrealty.com   | 8057<br>(856)316-1414<br>Fax (Per Li  | (609)638-1410 Agent Cell Phone   |
| 123 Main St, Moorestown, NJ 0:<br>Address<br>(856)316-1100<br>Office Telephone  | (856)316-1414<br>Fax (Per Li  | (609)638-1410 Agent Cell Phone on due Listing Firm   |
| 123 Main St. Moorestown, NJ 0:<br>Address<br>(856)316-1100<br>Office Telephone<br>ralph@midjerseyrealty.com<br>E-mail   | (856)316-1414<br>Fax (Per Li  | (609)638-1410 Agent Cell Phone on due Listing Firm 1650017   |
| 123 Main St, Moorestown, NJ 0:<br>Address<br>(856)316-1100<br>Office Telephone<br>ralph@midjerseyrealty.com<br>E-mail<br>Realty Mark Central<br>Participating Firm  | (856)316-1414<br>Fax (Per Li<br>Commissio   | (609)638-1410 Agent Cell Phone  in due Listing Firm 1650017 REC License ID   |
| 123 Main St, Moorestown, NJ 0: Address (856)316-1100 Office Telephone ralph@midjerseyrealty.com E-mail Realty Mark Central Participating Firm Thomas Weir   | (856)316-1414<br>Fax (Per Li<br>Commissio   | (609)638-1410 Agent Cell Phone  in due Listing Firm 1650017 REC License ID 1935104   |
| 123 Main St. Moorestown, NJ 0: Address (856)316-1100 Office Telephone ralph@midjerseyrealty.com E-mail Realty Mark Central Participating Firm Thomas Weir Participating Agent   | (856)316-1414  Fax (Per Li  Commission  | (609)638-1410 Agent Cell Phone  in due Listing Firm 1650017 REC License ID   |
| 123 Main St, Moorestown, NJ 0: Address (856)316-1100 Office Telephone ralph@midjerseyrealty.com E-mail Realty Mark Central Participating Firm Thomas Weir   | (856)316-1414  Fax (Per Li  Commission  | (609)638-1410 Agent Cell Phone  in due Listing Firm 1650017 REC License ID 1935104   |
| 123 Main St, Moorestown, NJ 0: Address (856)316-1100 Office Telephone ralph@midjerseyrealty.com E-mail Realty Mark Central Participating Firm Thomas Weir Participating Agent 163 Cranbury Rd, Princeton Jct,   | (856)316-1414  Fax (Per Li  Commission  | (609)638-1410 Agent Cell Phone sting Agreement)  n due Listing Firm 1650017 REC License ID 1935104 REC License ID  |
| 123 Main St, Moorestown, NJ 0: Address (856)316-1100 Office Telephone ralph@midjerseyrealty.com E-mail Realty Mark Central Participating Firm Thomas Weir Participating Agent 163 Cranbury Rd, Princeton Jct, Address   | (856)316-1414  Fax (Per Li  Commission  | (609)638-1410 Agent Cell Phone sting Agreement) n due Listing Firm 1650017 REC License ID 1935104 REC License ID (732)887-0294   |
| 123 Main St, Moorestown, NJ 0: Address (856)316-1100 Office Telephone ralph@midjerseyrealty.com E-mail Realty Mark Central Participating Firm Thomas Weir Participating Agent 163 Cranbury Rd, Princeton Jct, Address (609)716-8400 Office Telephone  | (856)316-1414 Fax (Per Li Commissio   | (609)638-1410 Agent Cell Phone sting Agreement)  n due Listing Firm 1650017 REC License ID 1935104 REC License ID  |
| 123 Main St, Moorestown, NJ 0: Address (856)316-1100 Office Telephone ralph@midjerseyrealty.com E-mail Realty Mark Central Participating Firm Thomas Weir Participating Agent 163 Cranbury Rd, Princeton Jct, Address (609)716-8400 Office Telephone tomweir@optonline.net  | (856)316-1414 Fax (Per Li  Commissio  8 NJ 08550 Fax 2.5%   | (609)638-1410 Agent Cell Phone sting Agreement)  In due Listing Firm 1650017 REC License ID 1935104 REC License ID (732)887-0294 Agent Cell Phone  |
| 123 Main St, Moorestown, NJ 0: Address (856)316-1100 Office Telephone ralph@midjerseyrealty.com E-mail Realty Mark Central Participating Firm Thomas Weir Participating Agent 163 Cranbury Rd, Princeton Jct, Address (609)716-8400 Office Telephone  | (856)316-1414 Fax (Per Li  Commissio  8 NJ 08550 Fax 2.5%   | (609)638-1410 Agent Cell Phone sting Agreement) n due Listing Firm 1650017 REC License ID 1935104 REC License ID (732)887-0294   |
| 123 Main St, Moorestown, NJ 0: Address (856)316-1100 Office Telephone ralph@midjerseyrealty.com E-mail Participating Firm Thomas Weir Participating Agent 163 Cranbury Rd, Princeton Jct, Address (609)716-8400 Office Telephone tomweir@optonline.net E-mail   | (856)316-1414 Fax (Per Li  Commissio  8 NJ 08550 Fax 2.5%   | (609)638-1410 Agent Cell Phone sting Agreement)  In due Listing Firm 1650017 REC License ID 1935104 REC License ID (732)887-0294 Agent Cell Phone  |
| 123 Main St, Moorestown, NJ 0: Address (856)316-1100 Office Telephone ralph@midjerseyrealty.com E-mail Participating Firm Thomas Weir Participating Agent 163 Cranbury Rd, Princeton Jct, Address (609)716-8400 Office Telephone tomweir@optonline.net E-mail 31. EQUITABLE LIEN:   | 8057  (856)316-1414  Fax  (Per Li  Commission  8  NJ 08550  Fax  2.5%  Commission   | (609)638-1410 Agent Cell Phone sting Agreement)  In due Listing Firm 1650017 REC License ID 18935104 REC License ID 1732)887-0294 Agent Cell Phone In due Participating Firm   |
| 123 Main St, Moorestown, NJ 0: Address (856)316-1100 Office Telephone ralph@midjerseyrealty.com E-mail Realty Mark Central Participating Firm Thomas Weir Participating Agent 163 Cranbury Rd, Princeton Jct, Address (609)716-8400 Office Telephone tomweir@optonline.net E-mail 31. EQUITABLE LIEN: Under New Jersey law, brokers   | (856)316-1414  Fax (Per Li  Commission  8  NJ 08550  Fax  2.5%  Commission  who bring the parties together in a rea   | (609)638-1410 Agent Cell Phone  sting Agreement)  n due Listing Firm 1650017 REC License ID 1935104 REC License ID  (732)887-0294 Agent Cell Phone  n due Participating Firm   |
| 123 Main St, Moorestown, NJ 0: Address (856)316-1100 Office Telephone ralph@midjerseyrealty.com E-mail Realty Mark Central Participating Firm Thomas Weir Participating Agent 163 Cranbury Rd, Princeton Jet, Address (609)716-8400 Office Telephone tonweir@optonline.net E-mail 31. EQUITABLE LIEN: Under New Jersey law, brokers of their commission. This lien at   | (856)316-1414  Fax (Per Li  Commission  8  NJ 08550  Fax  2.5%  Commission  who bring the parties together in a real taches to the property being sold from   | (609)638-1410  Agent Cell Phone  In due Listing Firm 1650017 REC License ID 1935104 REC License ID (732)887-0294 Agent Cell Phone  In due Participating Firm  It estate transaction are entitled to an equitable lien in the amount of sale is signed until the pleasing and the when the contract of sale is signed until the pleasing and the  |
| 123 Main St, Moorestown, NJ 0: Address (856)316-1100 Office Telephone ralph@midjerseyrealty.com E-mail Realty Mark Central Participating Firm Thomas Weir Participating Agent 163 Cranbury Rd, Princeton Jct, Address (609)716-8400 Office Telephone tomweir@optonline.net E-mail 31. EQUITABLE LIEN: Under New Jersey law, brokers of their commission. This lien at the funds due to seller at closing  | (856)316-1414  Fax (Per Li  Commission  8  NJ 08550  Fax  2.5%  Commission  who bring the parties together in a real taches to the property being sold from 2, and is not contingent upon the notic   | (609)638-1410  Agent Cell Phone  In due Listing Firm 1650017 REC License ID  1935104 REC License ID  (732)887-0294 Agent Cell Phone  In due Participating Firm  It estate transaction are entitled to an equitable lien in the amount of sale is signed until the closing and then the provided in this Section. As a result of this lies the result of the re |
| 123 Main St, Moorestown, NJ 0: Address (856)316-1100 Office Telephone ralph@midjerseyrealty.com E-mail Realty Mark Central Participating Firm Thomas Weir Participating Agent 163 Cranbury Rd, Princeton Jct, Address (609)716-8400 Office Telephone Ioniwcir@optonline.net E-mail 31. EQUITABLE LIEN: Under New Jersey law, brokers of their commission. This lien at the funds due to seller at closing disburses the funds at the Closing                                  | (856)316-1414  Fax (Per Li  Commission  8  NJ 08550  Fax  2.5%  Commission  who bring the parties together in a real traches to the property being sold from 2, and is not contingent upon the notic 2, and is not contingent upon the notic 2 in this transaction should not release | (609)638-1410  Agent Cell Phone  sting Agreement)  n due Listing Firm 1650017  REC License ID  1935104  REC License ID  (732)887-0294  Agent Cell Phone  of due Participating Firm  all estate transaction are entitled to an equitable lien in the amount of the contract of sale is signed until the closing and then the provided in this Section. As a result of this lien, the party of the appropriate of the party of the commission to any party other them.   |
| 123 Main St, Moorestown, NJ 0: Address (856)316-1100 Office Telephone ralph@midjerseyrealty.com E-mail Realty Mark Central Participating Firm Thomas Weir Participating Agent 163 Cranbury Rd, Princeton Jct, Address (609)716-8400 Office Telephone toniwcir@optonline.net E-mail 31. EQUITABLE LIEN: Under New Jersey law, brokers of their commission. This lien at the funds due to seller at closing disburses the funds at the Closin and, if there is a dispute with r | (856)316-1414  Fax (Per Li  Commission  8  NJ 08550  Fax  2.5%  Commission  who bring the parties together in a real traches to the property being sold from 2, and is not contingent upon the notic 2, and is not contingent upon the notic 2 in this transaction should not release | (609)638-1410 Agent Cell Phone  sting Agreement)  n due Listing Firm 1650017 REC License ID  1935104 REC License ID  (732)887-0294 Agent Cell Phone  of the Participating Firm  all estate transaction are entitled to an equitable lien in the amount when the contract of sale is signed until the closing and then the provided in this Section. As a result of this lien, the party we amy portion of the commission to any party other than Broken should hold the disputed amount in escrew until the disputed should hold the disputed amount in escrew until the disputed amount i |

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Buyer's Initials:

Initials:

New Jersey Realtors® Form 118-Statewide 4/17 Page 11 of 13

| 55         |  |
|------------|--|
| 59         | A real estate licensee in New Jersey who has an interest as a buyer or seller of real property is required to disclose in the sales contract therefore discloses that the person is a licensee.  |
| 60         | that the person is a licensee  |
| 60         | a real estate broker broker-salesperson salesperson referral agent.  |
| 60         | 2 salesperson salesperson referral agent.  |
| 60         | 3 33. BROKERS TO RECEIVE CLOSING DIGGS   |
| 60         |  |
| 60         | 5 amendments to those documents in this transaction will be provided with the Closing Disale   |
| 60         | documents be provided to Buyer and Seller. In addition, Buyer and Seller agree that, if one or both of them hire an attorney who either this Contract is finalized or the parties of the Attorney-Review Clause Section, then the attorney(s) will provide the Debt of them hire an attorney who |
| 60         | disapproves this Contract as provided in disapproves this Contract as provided in the disapproves this Contract as provided in the disapproves that those  |
| 608        | disapproves this Contract as provided in the Attorney-Review Clause Section, then the attorney(s) will notify the Broker(s) in writing when  |
| 609        | either this Contract is finalized or the parties decide not to proceed with the transaction.   |
| 610        |  |
| 611        | Seller and Buyer may recover   |
| 612        |  |
| 613        | the person or persons referred (s.i.) names provided by Broker(s) shall not be deemed to be a recommendation their Brokers   |
| 614        | harmless for any claim or action. Selfer and Buyer shall assume full responsibility for their selection of testimony of competency of  |
| 615        |  |
| 616        |  |
| 617        | (1) Study by Attorney  |
| 618        | Buyer or Seller may change to be   |
| 619        | Buyer or Seller may choose to have an attorney study this Contract. If an attorney is consulted, the attorney must complete his or her attorney for Buyer or Seller reviews and disapproves of the Contract.   |
| 620        | attorney for Buyer or Seller reviews and the contract will be legally binding at the end of this complete his or her   |
| 621        | and disapproves of the Contract.   |
| 622        | (2) Counting the Time  |
| 623        | You count the three days from the day of A.  |
| 624        | legal holidays. Buyer and Seller may agree in writing to extend the three-day period for attorney review.  |
| 625        | and agree in writing to extend the three-day period for attorney review.   |
| 626        | (3) Notice of Disapproval  |
| 627        | If an attorney for the Ruyer or Valley   |
| 628        | named in this Contract within the three-day period. Otherwise this Contract will be legally binding as written. The attorney must send effective upon mailing. The personal delivery, or overnight mail with proof of delivery. National delivery.   |
| 629        | the notice of disapproval to the Broker(s) by fax, email, personal delivery, or overnight mail with proof of delivery. Notice by overnight mail will be Broker(s) of any suggested revisions of the stories upon delivery to the Broker's office. The attorney must send will be                 |
| 630        |  |
| 631        | Broker(s) of any suggested revision(s) in the Contract that would make it satisfactory.  |
| 632        | that would make it satisfactory.   |
| 633        | 36. NOTICES:   |
| 634        | All notices shall be by certified mail, fax, email, recognized overnight courier or electronic document (except for notices under the document will be effective upon and be allowed by the certified letter, e-mail, reputable overnight.   |
| 635        | Attorney-Review Clause Section) or by delivering it personally. The according to electronic document (except for notices under the   |
| 636        |  |
| 637        | specified in writing by the respective party.  |
| 638        |  |
| 639        | 37. NO ASSIGNMENT:   |
| 640        | This Contract shall not be assigned without the written consent of Seller. This means that Buyer may not transfer to anyone else Buyer's   |
| 641        | rights under this Contract to purchase the Property.   |
| 642        |  |
| 643<br>644 | 38. ELECTRONIC SIGNATURES AND DOCUMENTS:   |
|            |  |
| 646        | including but not limited to the parties and their representatives having the right to use electronic signatures and electronic are created, generated, sent, communicated, received or stored in connection with this transaction.  |
|            |  |
| 548        | that acknowledging an electronic signature is not necessary for the signature of such signature. Since Section 11 of the Act provides  |
|            |  |
| 350        | electronic signature of one of the parties to this Contract, do not have to be witnessed.  |
|            |  |
| 52         | 69. CORPORATE RESOLUTIONS:   |
| 53 1       | esolutions select is a corporate or other entity, the person signing below on behalf of the  |
| 54         | f Buyer or Seller is a corporate or other entity, the person signing below on behalf of the entity represents that all required corporate esolutions have been duly approved and the person has the authority to sign on behalf of the entity.   |
|            |  |
| 56 1       | 0. ENTIRE AGREEMENT; PARTIES LIABLE:   |
| 57         | his Contract contains the entire agreement of the parties. No representations have been made by any of the parties, the Broker(s) or its   |
| 1          | iew Jersey Realtured Form 119 C., the Broker(s) or its   |
|            | Ruver's  |
|            | Seller   |
|            | Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com  |

# Case 17-24341-CMG Doc 33-2 Filed 04/04/18 Entered 04/04/18 10:53:20 Desc Exhibit A- Agreement of Sale Page 14 of 14

| 50    |   | his Contract is binding upon all parties who sign it and all who succeed to the reement in writing signed by Buyer and Seller.   |
|-------|---|--|
| 51 41 | . APPLICABLE LAWS:  |  |
| 32 Th | is Contract shall be governed by and construed                            | in accordance with the laws of the State of New Jersey and any lawsuit rel   |
| 4     | is Contract or the underlying transaction shall be venu                   | ed in the State of New Jersey.   |
|       | . ADDENDA:  |  |
| 6 Th  | e following additional terms are included in the attack                   | ned addenda or riders and incorporated into this Contract (check if applicable):   |
| 7 8   | Buyer's Property Sale Contingency<br>Condominium/Homeowner's Associations | Frivate Well Testing   |
| 9     | FHA/VA Loans  | Properties With Three (3) or More Units  |
| 0     | Lead Based Paint Disclosure (Pre-1978)                                    | Seller Concession  |
| 1   1 | New Construction  | Short Sale Underground Fuel Tank(s)  |
| 2     | Private Sewage Disposal (Other than Cesspool)                             | Chacigiodid Fuel Tank(s)   |
|       | ADDITIONAL CONTRACTUAL PROVISIONS   | 크리스 취하는 이 경기를 제하다고 있다는 것 같아.   |
| ?     | CONTRACTORL PROVISIONS  | 5:   |
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| WIT   | NESS:   |  |
| -     |   | Ch_1 01/25/2018 0.15.54  |
|       |   | BUYER Christopher Weir Date  |
| _     |   | State of the state |
|       |   | BUYER Date   |
| _     |   |  |
|       |   | BUYER Date   |
|       |   | Date   |
|       |   | BUYER  |
|       |   | Date   |
|       |   | 7 an man 2/4//   |
|       |   | SELLER Trustee of Bankruptcy Court Date  |
|       |   |  |
|       |   | CULTUR   |
|       |   | SELLER Date  |
| -     | (44-)   | Date   |
|       |   | SELLED   |
|       |   | Date   |
|       |   | SELLER Date  |
|       |   | SELLED   |
|       |   | SELLER Date  |
|       | ersey Realtors® Form 118-Statewide 4/17 Page 13 of                        | SELLER Date  Date  Date  |